

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 622
WASHINGTON, D.C. 20001

DATE ISSUED: June 6, 2014

OPENING DATE: _____

OPENING TIME: _____

CLOSING DATE: July 15, 2014

CLOSING TIME: 2:00 P.M.

SOLICITATION NUMBER: DCSC-14-RP-0041

OFFER/BID FOR: CSSD Community Based Tutorial and Supportive Educational Services

MARKET TYPE: Open

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p> <hr/> <table style="width: 100%;"> <tr> <td style="width: 70%; vertical-align: bottom;"> <p>Signature</p> <p style="text-align: center;">(Seal)</p> </td> <td style="width: 30%; vertical-align: bottom;"> <p>Date:</p> </td> </tr> </table> <p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>	<p>Signature</p> <p style="text-align: center;">(Seal)</p>	<p>Date:</p>
<p>Signature</p> <p style="text-align: center;">(Seal)</p>	<p>Date:</p>		

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____ AWARD AMOUNT \$ _____

ACCEPTED AS TO THE FOLLOWING ITEMS:

<p>CONTRACT PERIOD: _____</p>	<p style="text-align: center;">DISTRICT OF COLUMBIA COURTS</p> <p>BY: _____</p> <p style="text-align: center;">CONTRACTING OFFICER</p> <p style="text-align: center;">AWARD DATE</p>
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All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Darlene D. Reynolds, Senior Contract Specialist at Darlene.reynolds@dcsc.gov.

This solicitation is an **OPEN MARKET** procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offeror may acknowledge addendum here or on addendum or both.

2. WALSH-HEALY ACT

If your offer is \$10,000 or more, the following information **MUST** be furnished:

(a) Regular Dealer

- () The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- () The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

- () The Offeror is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

3. BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN

4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ____ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- ____ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of

restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. TYPE OF BUSINESS ORGANIZATION

Offeror operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

5. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Court Social Services Division (CSSD) of the District of Columbia Courts has identified a need for a qualified Contractor to provide Community Based Tutoring and Supportive Educational Services to youth under the supervision of CSSD. This contract request is for individual, team, and group tutoring services that will be based in the community. The D.C. Courts is seeking proposals for the purchase of Community Based Tutoring Services and Supportive Educational Services aimed at providing interventions to court involved youth at risk for juvenile delinquency, substance abuse, truancy and academic failure, mental health and child welfare involvement. The goal of this contract is to aid the CSSD in its mission to maintain public safety, guide youth toward responsible citizenship and build stronger neighborhoods and communities. **The DC Courts expects to award multiple contract awards for this solicitation. Each contract is expected to serve approximately fifty (50) to two hundred (200) youth per year, with a minimum guarantee of at least twelve (12) youth per year.**

B.2 The offeror shall submit a price for the for the services specified below and in accordance with Section C, Scope of Services, of this Request For Proposals (RFP).

B.3 **CONTRACT PRICE: (C.11.1)**

**Tutoring - BARJ Center(s)
CSSD Satellite Location(s)**

	Evidenced-Based Practice - EBP	Emerging/ Best Practice - BP Rate
CSSD Satellite Location(s)		
Individual	\$48.00	\$40.00
(Per hour/per youth)		
Group	\$38.00	\$35.00
(Per hour/per youth)		
Team	\$32.00	\$30.00
(Per staff/per hour/per youth)		

The DC Courts will only pay Team rates when a *Team Service* is specifically requested and approved by CSSD in advance of the actual service provision.

***See also C.1.6.7. Each session must be 1.5 – 2.0 hours.**

B.4 BACKGROUND/GENERAL

The Family Court Social Services Division (CSSD) is the District's juvenile probation agency. The CSSD is responsible for serving and supervising juveniles involved in the "front-end" of the District's juvenile justice system. Those juveniles include: all newly arrested youth entering the Court system in juvenile delinquency cases, Persons In Need of Supervision (PINS) cases and truancy cases, probation, and diversion matters. CSSD currently has an average of 1,800 juveniles under its supervision. In past years, CSSD has provided community based tutoring services to approximately four hundred (400) youth annually.

The mission of the Family Court Social Services Division (CSSD) is to assist in the rehabilitation of youth through the provision of comprehensive services and probation supervision with an eye toward public safety to prevent recidivism and protect the community. The CSSD is responsible for all youth involved in DC's juvenile justice system who are not committed to the Department of Youth Rehabilitation Services (DYRS); that is those youth who are awaiting trial and youth on probation, following disposition and sentencing.

The CSSD focuses on the strengths, and needs of the youth within the context of his/her family. To ensure public safety and address the needs of District youth under pretrial and/or probation supervision, the CSSD seeks to enhance its therapeutic service delivery, supervision, and interventions with new innovations in the area of tutoring and academic enrichment.

Youth are involved in the Family Court by way of juvenile crime or school absenteeism (truancy) or habitually running away (Persons In Need of Supervision PINS) and are under the D.C. Superior Court CSSD supervision. These youth are pre-trial, post-disposition, or are facing probation revocation and are able to take advantage of a number of positive, pro-social activities including but not limited to mentoring, educational enrichment, delinquency prevention supports, recreation and culturally enriching leisure time activities.

The contractor is expected to provide individualized, team, and group tutoring to CSSD youth based on Probation Officer (PO) referral requests. The contractor will outline positive reinforcement strategies for program participation and provide reward incentives for staying crime and trouble free. The contractor will utilize clear, realistic educational benchmark targets as well as short-term and long-term academic goals with tangible attainments that are meaningful to the youth and will gauge the participation and progress of each youth.

The DC Courts is committed to contracting for high quality academic enrichment services, especially those that provide academic enrichment, and seek to create connections with the curriculum and instruction offered by schools during traditional school hours. It is crucial that programs do not duplicate, but rather supplement school day programming by using creative and relevant ways of learning that promote cognitive exploration and growth. Such programs should be designed to not only promote mastery of core skills, but help to integrate them through the

practical and engaging use of real-world skill application and skill intersection. Programs should work to build young people's skills in problem solving, communication, teamwork, reflection, perseverance, resilience and conflict resolution.¹

WHAT TUTORING IS

Tutoring is direct instruction in one-to-one or small group settings for any academic subject and increases a youth understanding of the presented topics or concepts. Tutoring utilizes a wide variety of instructional approaches that bridge the youth to a new place of understanding by building on their known concepts. The instructor/tutor constantly explores the youth's points of understanding and determines the best path to help the youth to new knowledge points.

Tutoring is a measured instructional process that tracks student progress and consistently compares student current performance to performance demonstrated before learning the strategy. Tutoring provides auxiliary support to classroom instruction. The goal of tutoring is to give youth the instructional support required to keep pace with peers and the academic plan requirements

WHAT TUTORING IS NOT

Tutoring is not random reading of newspapers or other materials without structured purpose and recording of learned concepts, word lists, word and passage comprehension. Tutoring is not rote repetition of previously known facts and concepts. Tutoring is not instruction support being provided by non-certified individuals who have no specific training or teacher certification.

Tutoring is not instructional methodology of any kind in absence of effective measurement and recordation of efforts and results. Tutoring is not requiring the youth to accommodate to the methods provided, but is an action that adapts the material to an effective methodology, reaches the youth, and moves the youth from one point of knowledge to another.

Relationships between the tutor and youth don't always "click." Sometimes the match doesn't work well. That is not a sign there is "something wrong" with either the tutor or the youth. However, tutoring does involve building points of mutual understanding and reciprocal communication between the tutor and youth. Our youth often do not have the necessary supports at home to reinforce academic concepts and value of education. Therefore, the tutor provides an important role and link, which may have lifelong impact. If there is persistent challenge with a particular contract staff it is expected that contract administrators will assist in developing adjustments in the staff's approach or make changes in staff personnel in a timely manner.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.0

STATEMENT OF WORK

C.1.1 The Contractor shall have an extensive expertise in working with at-risk adolescents. Contractor shall develop a Tutoring Program to serve monthly between one (1) and Fifty (50) court-involved youth at-risk for juvenile delinquency, substance abuse, truancy and academic failure, mental health and child welfare involvement. The Contractor shall offer group, team, and individual tutoring activities designed to increase the youth's academic level, build skills for achievement, enhance a youth's connection to and attendance in the classroom, and increase youth's motivation to benefit from attending and fully participating in school. The Contractor will identify needs and process steps utilizing the following:

- C.1.1.1 Conduct initial brief academic assessments to determine the youth's academic level
- C.1.1.2 Determine the youth areas of greatest challenge
- C.1.1.3 Determine the current DC Common Core standards and academic plan focused on at the youth's individual school
- C.1.1.4 Set challenging but realistic goals that compliment school academic plans
- C.1.1.5 Set measurable, step by step, short-term objectives that compliment school academic plans
- C.1.1.6 Evaluate, document each youth's progress after each activity and on a monthly basis

The Contractor shall provide a program that offers the following:

Program activities that include opportunities to expand comprehension, build skill mastery, and also increase facility to analyze, synthesize and evaluate

Program intentionally aligns activities to DC Public Schools' Learning Standards and connects skills to school and life.

Program activities that are relevant to the lives of its young people

Program provides opportunities for youth to become competent and thoughtful speakers and listeners.

Program provides opportunities for youth to develop scientific reasoning and skill building.

Program provides opportunities for youth to connect social studies/historical events and ideas to their current lives and visions of the future.

Program encourages youth to express themselves creatively and to appreciate creative expression.

Program provides opportunities for youth to develop technology skills to explore and express ideas, exchange information, solve problems and derive meaning.

- C.1.2 A referred youth shall receive individual, team, or group tutoring services at the direction of the CSSD, and not the Contractor. The length of time of the services per youth is determined by the CSSD, and will be determined based upon the youth's identified needs, and the youth's legal status.
- C.1.3 For the purpose of this Contract, eligible youth are defined as persons under the age of twenty (20) years old; however, the Contractor shall choose to narrow or target the age range for which they propose to provide services.
- C.1.4 Due to the vulnerable nature of the youth population, and potential issues of program liability, the proposed program design must ensure the safety and general well-being of youth as well as the appropriateness of adult paid and unpaid staff of the program. Adult paid and unpaid staff can be restricted from working with CSSD youth, notwithstanding the approval of a background check.
- C.1.5 The contractor shall be based on evidence-based or best practice methodologies. The contract shall delineate each youth's needs and propose process steps for intervention. With the Probation Officer (PO) of record's consultation, the findings shall direct planning of instructional strategies in the youth's tutoring program, but the strategies proposed shall also allow for methodology that leaves room for individual adaptation. This adjustment to specific need and to monitoring of progress, shall maximize the success and progress of each youth. The program and process steps may be based on utilization of traditional instructional methods, but the program may also offer a full range of alternative methods such as multi modal or hands on learning, online and computer based learning programs. Community based tutoring may take place either in the home, library, CSSD Satellite Office Location, or other structured setting unless given pre-approval by the COTR. Tutoring may only take place in the school during non-instructional hours and with written consent provided by the attending school and PO of record.
- C.1.6.0 The Contractor will provide a program which satisfies the expectations delineated above and also accomplishes the following objectives:
- C.1.6.1 Reinforce the District of Columbia Public School's State Education Learning Standards (Note: Public Chartered Schools are agents of the DCPS)
- C.1.6.2 Structure a program that will promote, recover, and build resilience of youth involved in the DC Superior Court.
- C.1.6.3 The Contractor shall delineate a collaboration of skilled personnel, consultants and trained volunteers, which may include the use of private citizens from established

community entities.

- C.1.6.4 Place an emphasis on maintaining a balance between instructive/prescriptive academic educational services that tailor learning sessions to each youth's existing coursework obligations with their respective schools.
- C.1.6.5 Complete Academic screening assessments that will provide a detailed academic profile and educational service plan, which details each youth's academic strengths, needs, and educational goals.
- C.1.6.6 Design a program that will meet each youth's academic needs in individual and or small group settings which can be measured across academic semesters and matriculation to the next grade.
- C.1.6.7 Provide individual, group, or team educational services (a maximum of eight (8) youth for groups and ratio of two (2) staff to five (5) youth in team sessions. All service durations will be determined by the CSSD. Typically, services will be provided during weekdays or as designated by CSSD, for a minimum one and one-half (1.5) hour to two (2) hours a day at least two (2) days a week. Tutoring over the weekend and holidays is acceptable for performance of the community based tutorial contract, however, the CSSD/PO of record must approve tutoring provided over the weekend.
- C.1.6.8 Strengthen the relationship between youth/parent with the educational setting that the participating youth is assigned
- C.1.6.9 Prevent additional acts of delinquency among youth who are participating in program.
- C.1.6.10 For the purpose of this solicitation, tutoring program design(s) must support a structured relationship between an adult who is certified as an academic instructor by one or more Washington area school systems.
- C.1.7.0 The proposed tutoring program shall describe and demonstrate cultural competence and strive for cultural proficiency. The program shall work to develop cultural competencies among program staff through policies, practices and behaviors that adhere to the core elements of cultural proficiency.
- C.1.8 **Left blank intentionally.**
- C.1.9.0 TUTORING PROGRAMS FALL INTO ONE OR MORE OF THE FOLLOWING CATEGORIES:
 - C.1.9.1 **Group Tutoring** programs involve one adults tutoring a group of young people (with a maximum of eight (8) youth). This instructional method may provide competition and enhance the learning process, or may create embarrassment and hinder the learning process. The tutor has to constantly monitor the effectiveness with each of the youth to ensure sustained academic progress.
 - C.1.9.2 **Team Tutoring** programs involve two or more adults tutoring a group of five (5) to twenty (20) or more youths with a minimum ratio of two (2) staff to ten (10) youth in

team sessions. In this format tutors provides individual time with each youth as well as provide group activity with instructors with each instructor providing intermittent one-to-one assistance for participating youth.

C.1.9.3 Individual One-to-One Tutoring programs involve one adult tutoring one youth.

The one-to-one contact of this type of tutoring can be very effective in allowing a youth the attention and freedom to share their lack of understanding and questions. The purpose of tutoring is to provide youth with the necessary instructional methods that are effective for the youth to make academic progress and enjoy the learning process. Successful Contractors shall provide programs that will recognize learning blocks and rectify any factors that cause a youth to fail to learn and become frustrated in their academic efforts. The Contractor shall include any planned academic intervention programs, computerized and online learning programs, conceptual activities for hands on learning, and multi modal methods that will be utilized or considered as a component of the program design. The Contractor shall design and describe their programs ability to match Tutors and youth based on youth's academic levels special needs and academic interests and a tutor's experiences, skills, and certification.

C.10.0 EXAMPLES OF OUTPUTS

The Contractor shall provide one of more of the above described services and deliverable(s) as follows:

- C.10.1 Activity reports to PO and COMDAF Contract Monitoring, Data and Financial Analysis Unit within 48 hours of each service date with individual, team, and group youth activities
- C.10.2 Initial assessment reports showing the youth's strengths and needs
- C.10.3 Reports of school contacts and tracking/matching of DC Common Core Standards and Academic Plans being followed with tutoring services
- C.10.4 Comprehensive academic charting that provides before, during, and after profiles of educational service plan achievements
- C.10.5 Monthly progress reports
- C.10.6 Anecdotal support materials and other records that give evidence of instructional efforts
- C.10.7 End of service assessment that identify youth's acquired knowledge and gage youth's academic strengths and needs.
- C.10.8 Number of youth referrals and hours receiving individual or group services
- C.10.9 Number of youth attending tutoring sessions within 48 hours
- C.10.10 Average number of contact hours between individual youth and tutor
- C.10.11 Total number of contact hours
- C.10.12 Total hours of tutoring utilized and remaining

C.11.0 EXAMPLES OF OUTCOMES

- C.11.1 Coordinate the provision of specified services at the location identified by the Court Social Services Division-CSSD. Services may be provided in the community, i.e. home, libraries or other public space or may be provided at CSSD' BARJ Drop-In Centers, or at various CSSD specified located within various wards throughout the city. (Note: Tutoring may only take place in the school during non-instructional time periods)
- C.11.1 Increased overall academic progress with emphasis on improvement in the core subjects of reading, writing and mathematics
- C.11.2 Increased school and class attendance
- C.11.3 Increased participation in school activities and school requirements
- C.11.4 Reinforcement and progress on the District of Columbia Public School's Common Core
- C.11.5 Academic Plan, and Learning Standards
- C.11.6 Improved relationships between youth/parent with the educational setting that the participating youth is assigned

C.12.0 PROGRAM DESCRIPTION AND IMPLEMENTATION

- C.12.1 Contractors must be willing to accommodate youth referrals for services at any time as space allows (i.e., support open enrollment for service provision). Contractor shall submit a staff capacity and assignment report monthly and as requested. Describe your number of available staff and their capacity to accommodate referrals. Contractors shall be willing to accommodate youth referrals for services at any time as Contractor capacity allows (i.e., support open enrollment for service provision). Please discuss your new referral process and the average time it takes for tutorial services to begin.
- C.12.2 Describe your program in terms of location, length of sessions, frequency, academic intervention strategies and processes, and any other elements that best explain your program model.
- C.12.3 Describe the relationship between the tutor and youth and the instructional activities and locations where they will participate together. Include how these academic activities will specifically help youth to achieve academic progress in the various core academic courses but also for specialty coursework in high school subjects such as Physics, Geometry, Chemistry, and Trigonometry.
- C.12.4 Describe your process to identify, screen and select, and monitor tutors and intervention sessions.
- C.12.5 Describe both the initial and ongoing training that is provided to tutors to develop, support and maintain effective and appropriate tutoring relationships.

Please detail training content, length of time, and the experts engaged.

- C.12.6 Explain how you minimize tutor turnover. Include how you manage the process to ensure continuity of services to youth when the tutor relationship terminates early or unexpectedly.
- C.12.7 Describe the process used to supervise, support, verify the instructional efforts, and report intervention services provided by the tutoring.
- C.12.8 The Contractor is responsible for providing all class materials, assessment materials, and other instructional support materials such as computer-based programs and any required licenses, internet service (for off site locations) and other communication services.
- C.13.0** All communications and efforts to engage youth and CSSD staff should be documented and included in all reporting. Contractors are only paid for actual face-to-face appointments with youth. A referral that is received by the Contractor does not constitute engagement until an actual face-to-face meeting has occurred. However, the DC Courts and CSSD does recognize that the population of youth served by this contract can be difficult to engage. That said, please note the following:
 - C.13.1 For detained/incarcerated youth, The DC Courts shall compensate contractors for up to two (2) rapport-building appointments that take place at the facility. The purpose of the appointment is to allow the Contractor's staff to develop rapport with the youth prior to the youth returning to the community. The Contractor shall develop quality assurance documentation that demonstrates that the visit to the facility was performed. Document the date, the initial and end times, and elapsed time.
 - C.13.2 The DC Courts shall compensate Contractor's at the rate 50% for missed appointments, up to two (2) missed appointments per referral. The DC Courts, COTR and probation officer of record must be notified immediately via phone call, and within 24 hours, of all missed appointments by electronic email to the COTR and probation officer of record. If there is no electronic communication with the COTR and probation officer of record within the specified timeframe, the DC Courts is not responsible for the compensation of the missed appointment.
- C.14.0 Contractors shall include all applicable documents in their technical proposal.
- C.14.1 If you use any program manuals to guide implementation: Submit copies of the title page (name of author), the publication date (copyright), the Table of Contents, I.
- C.14.2 All pertinent information for software programs if utilized i.e. program name, software licensure or certifications, descriptive of instructional method (text

based; multi-modal; interactive)

C.14.3 Examples of all reports (formatted) that will be utilized for communicating to PO of record and COMDAF offices.

C.14.4 Examples of lesson plans and instructional methods

C.14.5 Examples of a full scope and sequence for a sample intervention topic area

C.14.6 Examples of all reports (formatted):

C.14.6.1 Communication and Outreach Log

C.14.6.2 Initial Youth Assessment

C.14.6.3 Activity Report

C.14.6.4 Monthly or Interim Progress Report

C.14.6.5 Exit Youth Assessment

C.14.6.6 Unusual Incident

C.14.6.7 Billing/Invoice

C.14.6.8 Investigative/Corrective Action,

C.14.6.9 other reports as deemed necessary

C.14.7 Sample Youth Folder with all planned forms, notes, and sample records

C.14.8 Sample Provider/Tutor Folder with all planned forms and sample records

C.14.9 Quality Assurance Plan

C.14.10 All staff licensure and certifications for the staff who will serve the program once funded

C.14.11 Any partnership letter, Memorandum of Understanding, etc. that are pertinent to this contract.

C.14.12 The Contractor is responsible for providing all class materials, assessment materials, and other instructional support materials such as computer-based programs and any required licenses, internet service (for off site locations) and other communication services.

C.15.0 EVIDENCE-BASED DESCRIPTION (e.g. research, certification, etc.)

C.15.1 Please describe any accreditation, educational license, or certification from an authorizing and/or regulatory body that authenticates your organization's ability to provide these services.

C.15.2 Describe the evidence-based models or best practices used in your program. Explain why you chose the models and why you believe they will be a good fit for your work with CSSD youth.

C.15.3 Evidence-based instruction models and tutoring methods are those methods developed from repeated rigorous data gathering and reviewing/publishing of results. Under this contract, tutors will have to deal with a wide range of information processing styles, cultural/sub-cultural backgrounds and styles of learning. Tutoring under this contract recognizes that effective instruction involves significantly more than lecturing and print handouts as the means of information presentation and the insurance of successful learning outcomes. Evidenced based instruction in this contract shall be utilizing empirically based learning methodology that has been scientifically proven to meet the

needs of traditionally challenged and frustrated learners for core subject areas such as math and reading.

C.15.4 EVIDENCED-BASED INSTRUCTIONAL methods that can be described include, but are not limited to:

C.15.4.1 Multimedia in teaching where traditional print-based materials are converted into more multimodal, interactive, technology-mediated e-learning formats. Multimedia enhancements in these environments include, for example, video and audio elements, recorded lecture presentations, interactive audio-enhanced diagrams and simulations, interactive quizzes and graphics. Multimedia in teaching can present multiple representations of content (text, video, audio, images, interactive elements) to cater more effectively to the different learning styles of an increasingly diverse population.

C.15.4.2 Evidenced based instructional methods can be defined as a instructional strategies, intervention, or teaching programs that have resulted in consistent positive results when experimentally tested. Evidenced based instruction in this contract shall be utilizing empirically based learning methodology that has been scientifically proven to meet the needs of traditionally challenged and frustrated learners for core subject areas such as math and reading.

C.15.4.3 ². Evidenced based instructional methods are scientifically proven as effective. An evidenced based program must be supported by scientific research and documentation. Please describe and detail the evidenced based approaches that will be used to provide services to the youth and explain how the particular methodologies will be effective with the CSSD youth.

C.15.5 EVIDENCED-BASED ASSESSMENT methods will utilize effective measurement of instructional efforts.

C.15.5.1 Test-Teach-Retest Models utilize several formats including but not limited to:

C.15.5.2 Pre-Test/Post-Test which may be standardized, computerized, or informally developed

C.15.5.2.a) standardized tests users should note whether the publisher states the instrument is appropriate for multiple administrations and has multiple, comparable forms available.

C.15.5.2.b) if utilizing informal assessments, an instructor can develop 10-15 possible questions that would effectively test the student's knowledge prior to the course and after the concepts have been presented. This knowledge should be based on the learning outcomes and objectives originally established as targets.

C.15.5.2.c) computer based instruction often utilizes intermittent testing to establish mastery before the user can advance to the next level.

C.15.5.3 Criterion Referenced Testing. The objective of these standardized tests is simply to see whether the student has learned the material. The test publisher should be

reviewed to determine if the test is appropriate for multiple administrations and has multiple, comparable forms available.

C.15.6.0 Process and Product Portfolios represent the two major types of portfolios that are based on genuine samples of the youth's work.

C.15.6.1 A process portfolio documents the stages of learning and provides a progressive record of student growth. Tutors use process portfolios to help students identify learning goals, document progress over time, and demonstrate learning mastery...

C.15.6.2 A product portfolio demonstrates mastery of a learning task or a set of learning objectives and contains only the best work. First, the tutor and the student need to clearly identify the portfolio contents, which are samples of student work, reflections, tutor observations, and session records. Second, the tutor should develop evaluation procedures for keeping track of the portfolio contents and for grading the portfolio. Third, the tutor needs a plan for holding portfolio conferences, which are formal and informal meetings in which the youth review their work and discuss their progress.

C.16 EMERGING/BEST PRACTICES

C.16.1 Emerging/ Best practices in this contract is a method or technique that by anecdotal report as consistently shown results superior to those achieved with other means. Emerging/ Best Practices are those that have been shown through strong quantitative and qualitative data to show positive outcomes, but does not yet have enough research or replication to support generalizable positive outcomes. Emerging practices are based on guidelines, protocols, standards, or preferred practice patterns that have been proven to lead to effective outcomes and incorporates a process of continual quality improvement. Best Practices are those practices that have been shown through anecdotal reporting to produce superior results; are selected by a systematic process; and judged as exemplary, good, or successfully demonstrated.

C.16.2 Please describe and detail the approach and "best practices" that will be used to provide services to the youth and why the particular best practice was selected for use with the CSSD juvenile population. If emerging/best practice approach is the method presented, please indicate this in the technical proposal.

C.17.0 PAST PERFORMANCE

C.17.1 Please describe and detail evidence and measures of successful past performance providing tutoring services to youth. Include quantitative indicators (e.g. the number of youth who achieved educational gains, attained vocational certifications, enrolled in post-secondary education).

C.17.2 Contractors shall not solicit verbal or written endorsements, performance appraisals, nor recommendations from individuals who are employed by DC

Superior Courts and DC Courts of Appeals. Any such requests for past performance ratings or letters of recommendations must be submitted to the Contracting Officer listed in Section G.5.1 of the solicitation for consideration.

C.18.0. ENGAGING YOUTH AND FAMILIES

- C.18.1 Contractor's are responsible for contacting and engaging the youth referred for instructional services. Please detail the outreach and retention activities you will use to support CSSD youth participating in your program.
- C.18.2 Confirm whether the outreach and retention activities are currently used in your programs. Describe how successful these activities are for engaging youth with behavioral challenges. If these outreach and retention activities are new to your program, discuss the steps you will take to monitor how well these activities engage CSSD youth.
- C.18.3 Describe your capacity to serve youth who live both east and west of the Anacostia River. Include how you deal with common problems of crossing neighborhood boundaries, etc.
- C.18.4 Describe how your organization defines "family." Discuss how you work with youth who do not have traditional family structures due to family members who are deceased, incarcerated, active substance users, victims of child abuse or trauma, and/or who are committed to the foster care system.
- C.18.5 Describe how your organization will involve and engage "family" members in your tutoring program. If your program does not have a family engagement focus, please explain.

C.19.0 BENEFIT TO CSSD YOUTH

- C.19.1 Please explain how your tutoring program will identify the primary academic needs of the CSSD youth and meet those identified primary needs.
- C.19.2 Explain how your tutoring methodology and target objectives will be oriented for each youth, and lead to youth progress and meaningful performance outcomes and academic goals.

C.20.0 ASSESSMENT

- C.20.1 Please describe the process your staff will use to help identify youth academic levels, set individual short-term objectives, and work towards long term academic goals. Include how these factors will be documented and how the tutor will ensure the youth is engaged in the development of his or her plan.
- C.20.2 Describe the process your organization will use to screen youth for disabilities (i.e., learning, mental health, and/or physical), and in conjunction with the PO of record refer students for screening, or seek additional supportive services to make accommodations for students with disabilities.
- C.20.3 Explain how tutors will support the achievement of these individual goals, how progress will be tracked, and how accountability will be maintained. Describe and explain the process by which you will measure the goals and outcomes that the youth

participating in your program will achieve.

C.20.4 Describe how your Agency will determine whether the youth/tutor relationship is effective. Detail the actions that are taken when the match is not working. Describe your timelines.

C.20.5 Contractor shall identify and describe which tools/methods will be used to demonstrate effective measurement of instructional efforts. Examples may include, but not be limited to, Test-Teach-Retest Models; Pre-Test/Post-Test; Criterion Referenced Testing; Process and Product Portfolios.

C.21.0 TARGETED YOUTH OUTCOMES

C.21.1 CSSD providers are expected to help participating youth achieve a variety of positive youth development outcomes. Please give examples of measurable goals and outcomes that will be achieved and describe some of your process steps for academic intervention to create success and overcome challenges.

C.21.2 Describe the organizational systems you will develop to help staff plan, manage and track, daily activities to ensure alignment and progress with targeted outcomes.

C.21.3 Describe how you will develop and maintain records for each youth that will be accessible and accurate for services performed, and evidence any milestones reached, or missed.

C.22.0 ALIGNMENT AND STAFFING (Refer to C.12.3)

C.22.1 Please explain how the proposed tutoring program aligns within your organization's mission and existing system of services.

C.22.2 Provide a list of all staff who will be in contact with CSSD youth or their families. Please provide resumes for each tutor and list the qualifications showing that tutors are able to implement tutoring services as proposed in the technical plan.

C.22.2a) tutoring services for each core subject and/or C.22.2b) tutoring services for any electives or special subject areas such as Geometry, Calculus, Physics, Trigonometry, etc. For each proposed employee and/or volunteer, who will be in direct contact with youth, please submit a completed applicable DC Courts FBI Fingerprint, Background and Child Protection Registry Criminal Background Check Application with your proposal. (Refer to Section J for Attachments)

C.22.3 The Contractor shall be prepared to provide the list of staff and any required documents upon request by the DC Courts/Court Social Services-CSSD.

C.22.4 Describe your process to ensure program staff has the training and professional skills required to effectively serve the CSSD youth

C.22.5 Discuss how you will ensure program staff members maintain the required certifications and licenses.

C.22.6 If your program uses volunteers who work directly with youth (e.g., instructors, or tutors), describe the processes you use to train, monitor, and evaluate them. Include how you will ensure volunteers are prepared to work with youth who have behavioral

challenges.

C23.0 Program Safety Standards

C23.1 Programs must offer a safe and nurturing environment for youth. Organizations with staff that will have direct contact with children and youth under CSSD supervision will be required to provide FBI background checks and TB tests for staff and volunteers.

Within fifteen (15) days of Contract Award, each employee/volunteer shall submit the results of individual TB tests.

C23.2 Notification of incidents including, but not limited to: safety hazards, emergencies, and/or conflicts that affect the children, youth and/or parents, guardians and care givers participating in the program must be received within 24 hours. Written incident reports are also required within two (2) days of any unusual incident involving staff and/or participants.

C.24.0 MANDATORY REPORTING

C.24.1 The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse, neglect or fatality, having any other information indicating an alleged or actual risk to a child/children health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty (24) hour Child Abuse and Abuse and Neglect Hotline (202 671-SAFE).

C.24.2 The Contractor shall ensure that notification is made within (24) hours to the assigned COTR, Probation Officer and the Office of the CSSD Director.

C.24.3 The Contractor shall ensure the written report shall include, but need not be limited to, the following information if the person making the report knows:

- C.24.3 (a)** The child/children who is the subject of the report
- C.24.3 (b)** Each of the child/children siblings; and
- C.24.3 (c)** Each of the child/children parents or other persons responsible for the child/children's care
- C.24.3 (d)** The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
- C.24.3 (e)** All other information which the person making the report believes may be helpful to establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect;

C.25.0 CONTRACTOR'S QUALITY ASSURANCE PLAN

- C.25.1** As a part of the contract proposal submission the Contractor shall submit a comprehensive Quality Assurance Plan to be utilized by the Contractor to ensure the required services are provided as described in the proposal and required in the Statement of Work. The plan shall include an identified monitoring system covering all the services, and methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the plan:
- C.25.1.1** Activities to be monitored to ensure compliance with all Contract requirements;
 - C.25.1.2** Monitoring methods to be used;
 - C.25.1.3** Frequency of monitoring;
 - C.25.1.4** Samples of forms to be used in monitoring;
 - C.25.1.5** Title/level and qualifications of personnel performing monitoring functions; and
 - C.25.1.6** Files must be maintained for all monitoring results, including any corrective action taken
- C.25.2** If deemed necessary by the DC Courts and CSSD, revisions to the Quality Assurance Plan will be negotiated with the COTR and the Contractor. In the event a revision is necessary, the selected Contractor agrees to work in collaboration with the DC Courts and CSSD to implement mutually agreed upon revisions.
- C.25.3** Contractor shall describe how your agency will prevent fraudulent billing for services and how they will rectify the matter, if internal or external (court) audits determine that billing may be fraudulent.

PART 1

SECTION D - PACKAGING AND MARKING

(This section is intentionally left blank)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection Of Services.

- (a) “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.
- (c) The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities, and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F - DELIVERABLES AND PERFORMANCE

F.1 Term of Contract:

- F.1.1 The term of the contract shall be for One Year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 Option Period:

The Courts may extend the term of this contract for an additional four (4), one (1) year period or, or a fraction, or multiple fractions thereof.

F.2.1 Option to Extend the Term of the Contract:

The Courts may extend the term of this contract for four (4), one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year.

The offeror shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your offer from further consideration.

The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 Deliverables:

- F.3.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contract Administrator the deliverables specified below within the designated time frames:
- F.3.2 The Contractor is responsible for providing all class materials, assessment materials, and other instructional support materials such as computer-based programs and any required licenses, internet service (for off site locations) and

other communication services.

F.3.3 The contractor will maintain central files for all referred and served youth with contact information, case logs, specific academic activities completed, work product/evidenced based materials, if applicable-computer files of assessments and work activities.

F.3.4 The Contractor shall submit activity reports and monthly reports

Contractor shall submit a staff capacity and assignment report monthly and as requested. Describe your number of available staff and your capacity to accommodate referrals.

F.3.4.1 Activity reports will be delivered via email to the probation officer of record and to COMDAF (comdaf@dcsc.gov) within 48 hours of service activity. The activity reports will be submitted only via email.

F.3.4.2 Monthly progress reports will be delivered to the probation officer of record and COMDAF on all youth in the program. The monthly reports will be submitted via email and paper reports via mail. Email will be to both the probation officer of record and COMDAF.

F.3.4.3 Paper reports will be delivered only to the COMDAF office.

The monthly report shall include the following information on each participant:

F.4.3.1 Date of Contact

F.4.3.2 Type of Contact

F.4.3.3 Site of Contact/Location

F.4.3.4 Number of Program Absences

F.4.3.5 Number of Excused Absences

F.4.3.6 Demonstrated knowledge gained

F.4.3.7 Documentation on problem solving and academic areas improved

F.4.3.8 Description of youth's behavior and progress during sessions. Status report on youth not being served, efforts to serve, and presenting challenges.

F.4.3.9 The Activity Report will contain:

F.4.3.10 Date of Contact:

F.4.3.11 Time of Initial Contact and Time of Contact Cessation with Elapsed time identified and rounded to the nearest quarter hour.

F.4.3.12 Specific academic activities conducted with the youth

F.4.3.13 Signature of the participating youth on the activity report

F.4.3.14 Evidence of the academic activity conducted such as word list, reading material covered, math problems,

F.4.3.15 General statement of youth's level of participation and the overall success or challenge of the tutoring session.

F.4.3.16 Lessons learned from the youth perspective

F.4.3.17 The contractor shall provide validation methods such as

date stamped photos/videos of the location and materials (without youth in photo) at the time of the activity, and/or other electronic means of certifying delivery of services with time/date/location validation.

F.3.5 Quality Assurance Plan:

The plan shall include an identified monitoring system covering all the services, and methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the plan:

- F.3.5.1 Activities to be monitored to ensure compliance with all Contract requirements;
- F.3.5.2 Monitoring methods to be used;
- F.3.5.3 Frequency of monitoring;
- F.3.5.4 Samples of forms to be used in monitoring;
- F.3.5.5 Title/level and qualifications of personnel performing monitoring functions; and
- F.3.5.6 Files must be maintained for all monitoring results, including any corrective action taken.

- F.3.6.0 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the **Contracting Officer's Technical Representative (COTR)** the deliverables specified below within the designated time frames:

SECTION G -CONTRACT ADMINISTRATION DATA

The Contractor shall be compensated in the following manner:

G.1.1 Every thirty (30) days after the date of contract execution, for twelve (12) payments

G.1.2 Each invoice should represent the unit price and the number of units provided in the period.

G.1.3.0 Simultaneously Submit Invoices To:

G.1.3.1 Office of Budget and Finance DC Courts, and to

G.1.3.2 CSSD COMDAF Office

G.1.3.1

Payment Office:

D.C. Courts Office of Budget and Finance

616 H Street, NW

Suite 614

Washington, DC 20001

202-879-2803

202-879-2813 (FAX)

G.1.3.2

COTR: Ed Galiber

Family Court Social Services Division

COMDAF

510 Fourth Street, NW

Suite 217

Washington, DC 20001

202-508-1860

Ed.galiber@dcsc.gov

G.1.2 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;
- g. Name and address of the Contractor official to whom payment is to be sent;
- h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- i. The Contractor's Electronic Fund Transfer (EFT) routing identification

- (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- j. Signature of a person so authorized to certify that the services or supplies were provided as stated.

G.1.3 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.1.4 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.3 **Billing/Payment.**

G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.4 **Audits.**

G.4.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.5 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**

G.5.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Telephone Number: (202) 879-2803
Facsimile Number: (202) 879-2835

G.5.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Edward Galiber
Family Court Social Services Division
COMDAF
510 Fourth Street, NW
Suite 217
Washington, DC 20001
202-508-1860
Ed.galiber@dcsc.gov

G.6 **Authorized Representative of the Contracting Officer.**

G.6.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.6.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors.

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 Disclosure of Information.

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 Rights in Data.

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 **Security Requirements**

The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.4.1 The Contractor shall maintain complete written job descriptions covering all

positions funded through the contract, which must be included in the contract files and be available for inspection on request by the DC Courts/CSSD. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this contract project, the Contractor shall obtain written documentation of education, work experience and personal references, as well as any current licenses and certifications that are applicable. **Note: The Court Social Services Division-CSSD reserves the right to also examine references.**

- H.4.2 The Contractor shall maintain a personnel file for each project staff member funded by this contract which shall contain the application for employment, resume, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time and attendance records, documentation of all training received, notation of any substantiated professional or other misconduct relating thereto, and reason if terminated from employment. All personnel materials shall be made available to the DC Courts/CSSD upon request.
- H.4.3 **The Contractor shall inform the Contracting Officer's Technical Representative – COTR of any and all staffing changes immediately and shall refrain from assigning paid and/or unpaid staff to work with CSSD youth prior to CSSD approval.**
- H.4.4 The Contractor shall provide orientation/training sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.
- H.4.5 The Contractor shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each activity required under this contract.
- H.4.6 Upon notice of award, selected CSSD Contractors will be required to demonstrate progress toward obtaining background clearances for all youth-serving staff within 10-days (working) of the notice. (Example. Schedule of staff appointments for clearances; receipts with each staff name and date of appointment; copies of staff clearances obtained within the previous 60 days). Upon contract award, and prior to obtaining full clearance, a contractor's staff and/or volunteers shall not work in a 1 on 1 status or unsupervised.
- H.4.7 **CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR PROVIDERS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**
A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C.

Official Code § 4-1501.01 et seq.), as amended (hereinafter, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The contractor shall request criminal background checks for the following positions: All individuals providing direct service to the child, including volunteers.

H.4.8 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Provider shall request traffic records for the following positions:

H4.8.1 All positions that come into direct contact with youth

H.4.9 The Contractor shall inform all Contract shall requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.4.10 The Contractor shall inform all Contract shall requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position on or a volunteer position.

H.4.11.0 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

H.4.11.1 A signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

H.4.11.1 (i) Murder, attempted murder, manslaughter, or arson;

H.4.11.1 (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;

H.4.11.1 (iii) Burglary;

H.4.11.1 (iv) Robbery;

H.4.11.1 (v) Kidnapping;

H.4.11.1 (vi) Illegal use or possession of a firearm;

H.4.11.1 (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;

H.4.11.1 (viii) Child abuse or cruelty to children; or

H.4.11.1 (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

H.4.11.1 (x) Animal Abuse or cruelty to animals

- H.4.11.2 a written acknowledgement stating that the Provider has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.4.12.0 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.4.13.0 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- H.4.14.0 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.4.15.0 Unless otherwise provided herein, the Contractor shall request National Crime Information Center (NCIC) criminal background checks from the Chief, DC MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.4.16.0 The Contractor shall request traffic record checks from the Director, DC Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.4.17.0 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR.
- H.4.18.0 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the DC MPD and DC DMV. The DC Courts shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.4.19.0 The Contractor may not make an offer of appointment to, or assign a current employee or applicant to a compensated position contingent upon receipt from the COTR's decision and after his or her assessment of the criminal background or traffic record check.
- H.4.20.0 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the COTR the decision after his or her assessment of the criminal background or traffic record check.
- H.4.21.0 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.4.22.0 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers.

H.5.0 Publicity

H.5.1 The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.5.2 During the course of work under this contract, the Contractor may have access to information that is deemed confidential by Federal and/or District Laws. The Contractor shall protect and hold strictly confidential all information to which the Contractor has access during the course of work under this contract. Contractor shall not disclose, directly or indirectly, any such information to third parties or use it for any purpose other than the work under this contract. Upon conclusion of the work under this contract, the Contractor shall return any and all information obtained from CSSD and any copies to CSSD. The Contractor shall also return to the CSSD any and all data and documents created under this contract. The DC Courts shall determine whether the Contractor may utilize data (**ALWAYS** redacted to protect the confidentiality of CSSD youth) compiled during the course of this contract.

H.6.0 MANDATORY REPORTING

H.6.1 The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse, neglect or fatality, having any other information indicating an alleged or actual risk to a child/children health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty (24) hour Child Abuse and Abuse and Neglect Hotline (202 671-SAFE).

H.6.2 The Contractor shall ensure that notification is made within (24) hours to the assigned COTR, Probation Officer and the Office of the CSSD Director.

H.6.2.1 The Contractor shall ensure the written report shall include, but need not be limited to, the following information if the person making the report knows:

H.6.2.1(a) The child/children who is the subject of the report

H.6.2.1(b) Each of the child/children siblings; and

H.6.2.1(c) Each of the child/children parents or other persons responsible for the child/children's care

H.6.2.1(d) The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;

H.6.2.1(e) All other information which the person making the report believes may be helpful to establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect;

H.7 Left blank intentionally.

H.8 CONTRACTOR’S RESPONSIBILITIES

Contractor’s will provide their own computers for use during service provision with youth.

H.9 KEY PERSONNEL

H.9.1 The Contractor shall include resumes of potential employees in the technical proposal packet.

H.9.2 Throughout the duration of the contract period of performance, the Contractor shall advise the COTR of any changes in staff. The Court must approve any change in key personnel, prior to any interaction with youth or their families under the supervision of CSSD.

H.9.3 Prior to any interaction with youth or their families under the supervision of CSSD. Any changes in personnel requires completed and submitted background check forms found in Section J, Forms J.11 through J.14.

H.9.4 Contractors and vendors providing services to youth under the supervision of the Court Social Services Division shall not employ, in any capacity, an individual employed by the District of Columbia Courts, including the District of Columbia Court of Appeals, the Superior Court of the District of Columbia, and it’s Court Social Services Division.

PART II

SECTION I - CONTRACT CLAUSES

I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts.

The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

I.2 Restriction On Disclosure and Use of Data.

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 Ethics in Public Contracting.

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.4 Disputes.

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

I.5 Laws and Regulations.

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.6 Non-Discrimination.

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 Examination of Books and Records.

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.8 Record Keeping.

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.9 Subcontracts.

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 Protest.

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

I.10.1.1 Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

- I.10.2.4 Request for a ruling by the Contracting Officer; and
- I.10.2.5 Statement as to the form of relief requested.
- I.11 **Insurance.**
 - I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**
 - I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.
 - I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
 - I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.
- I.12 **Cancellation Ceiling.**
 - I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2014, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

PART III
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- | | |
|-------------|--|
| J.1 | General Provisions Applicable to D.C. Courts Contracts |
| J.2 | Anti-Collusion Statement |
| J.3 | Ethics in Public Contracting |
| J.4 | Non-Discrimination |
| J.5 | Certification of Eligibility |
| J.6 | Tax Certification Affidavit |
| J.7 | Certification Regarding a Drug-Free Workplace |
| J.8 | District of Columbia Courts Release of Claims |
| J.9 | Past Performance Evaluation Form |
| J.10 | Criminal Background Check Authorization |
| J.11 | Child Protection Register (CPR) Check |
| J.12 | State of Maryland-Child Protective Services Program |
| J.13 | Virginia Department of Social Services/Child Protective Services
Central Registry Release of Information Form |

NOTE: Forms J.11 through J.13 must be completed and submitted with your technical proposal for each proposed staff and any proposed volunteers. The DC Courts will forward all criminal background forms to applicable locations and cover applicable fees after the Source Selection Evaluation Board (SSEB) has made a recommendation for award. For unsuccessful offerors, submitted background check documents will be shredded within thirty (30) days after contract award.

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Certification Regarding a Drug-Free Workplace.

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee

including the offeror/contractor.

- K.1.2 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.
- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving

notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

K.1.2.6 The notice shall include the position title of the employee; and

K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Print Name of Authorized
Representative

Title

Signature of Authorized
Representative

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Submission and Identification.

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.1.2 Proposals shall be submitted in a sealed proposal package. The offeror shall conspicuously mark on the outside of the proposal package the name and address of the offeror and the following:

Solicitation Number: DCSC-14-RP-0041

Caption: CSSD Community Based Tutorial and Supportive Educational Services

Proposal Due Date & Time: Friday, July 11, 2014 at 2:00 p.m., EST

L.1.3 Confidentiality of Submitted Information.

L.1.3.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

- L.1.3.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:
- L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*
- L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.
- L.1.4 **Offerors may submit Proposals either by mail or by hand delivery/courier services.**
- L.1.4.1 **Offerors submitting their proposals by mail must mail their proposals to the following address:**
- District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Darlene D. Reynolds, Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001
- L.1.4.2 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**
- District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Darlene D. Reynolds, Senior Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001
- L.2 **Proposal Information and Format.**
- L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be

employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.9 – Price Proposal.**

L.2.2.1 **Volume I - Technical Proposal shall comprise the following tabs and information: (See example below)**

Points	Tab A	<u>Technical Approach – identify evidenced based or emerging/best practice</u>
0-40		<ol style="list-style-type: none"> 1. Plan of Implementation, Administration, and Evaluation of Practice 2. Understanding the requirements of the RFP and completeness in response to the RFP 3. Completeness in the understanding and description of the Evidence-Based Practice or Emerging/Best Practice proposed by the Contractor 4. Complete organizational chart/structure showing individuals who will be responsible for the delivery of the services specified in the solicitation

0-10	Tab B	<u>Staffing Capability</u> <ol style="list-style-type: none"> 1. Proposed Staffing Resumes 2. Proposed Number of Staff to implement the proposed technical approach 3. Proposed design and description of the programs ability to match Tutors and youth based on youth's academic levels special needs and academic interests and a tutor's experiences, skills, and certification.
0-30	Tab C	<u>Proposed Evidenced-Based OR Emerging/Best Practice</u> <p>Practice/Program Description demonstrates an understanding of the requirements and includes the following components:</p> <p>Program activities that include opportunities to expand comprehension, build skill mastery, and also increase facility to analyze, synthesize and evaluate.</p> <p>Program intentionally aligns activities to DC Public Schools' Learning Standards and connects skills to school and life.</p> <p>Program activities are relevant to the lives of its young people</p> <p>Program provides opportunities for youth to become competent and thoughtful speakers and listeners.</p> <p>Program provides opportunities for youth to develop scientific reasoning and skill building.</p> <p>Program provides opportunities for youth to connect social studies/ historical events and ideas to their current lives and visions of the future.</p> <p>Program encourages youth to express themselves creatively and to appreciate creative expression.</p> <p>Program provides opportunities for youth to develop technology skills to</p>

		explore and express ideas, exchange information, solve problems and meaning. 1*
10	Tab D	<p>Past Performance:</p> <p><u>List of all references and/or submit Attachment J.9.</u> <u>Please refer to Clause L.2.7</u></p> <p><u>PAST PERFORMANCE</u></p> <p>Please describe and detail evidence and measures of successful past performance providing tutoring services to youth. Include quantitative indicators (e.g. the number of youth who achieved educational gains, attained vocational certifications, enrolled in post-secondary education)</p>
10	Tab E	<p>Quality Assurance Plan</p> <p>The plan shall include an identified monitoring system covering all the services, and methods for identifying and preventing deficiencies in the quality of services.</p> <p>The plan will prevent fraudulent billing for services and outline how the contractor will rectify the matter, if internal or external (court) audits determine that billing may be fraudulent.</p>

L.2.2.2

Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information - identify evidence based or best practice price (See also, clause L.2.9)
Tab B	Contractual Information – all other required information as specified in Clause L.2.4 and L.10

L.2.2.3

Each offeror shall submit one completed copy of the RFP, one (1) original and Five (5) copies of the Technical Proposal, and Five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

1 * DC Children and Youth Investment Trust Corporation. (2008). A field guide to best practices and indicators of derive out-of-school time programs in the District of Columbia. Washington, D.C.

L.2.4 **General Information.**

L.2.4.1 Each Offeror must provide the following information in this section:

L.2.4.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

L.2.4.1.2 Ownership structure;

L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement;

L.2.4.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;**

L.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

L.2.4.1.7 Name, address, and current phone number of offeror's contact person.

L.2.5 **Technical Approach**

L.2.5.1 The offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:

L.2.5.1.1 Overall understanding of the RFP requirements.

L.2.5.1.2 Documentation indicating the capabilities and experience with same or similar type of service.

L.2.5.1.3 A logical approach to fulfilling the requirements of the RFP.

L.2.5.1.4 A comprehensive list of project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives.

L.2.5.1.5 Clearly defined project responsibilities and accountability.

L.2.5.1.6 Appropriate management and staffing to the project team.

L.2.6 Each Offeror must provide the following information in this section:

L.2.6.1.1 Name, Address, Telephone Number, DUNS Number and federal tax identification

number of the offeror;

L.2.7 Past Performance

- L.2.7.1 The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein. Offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.
- L.2.7.2 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:
- L.2.7.3 References: The offeror shall submit a list of all references for which services of this nature have been provided in the past three (3) years. The list shall include the name, address, telephone number, and e-mail address of the contact person.
- L.2.7.4 In addition, the offeror shall have at least three (3) past performance references complete a Past Performance Evaluation Form (Attachment J.9). This information will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
- L.2.7.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.
- L.2.7.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.2.8 **Disclosure.**

L.2.8.1 This section of the proposal shall include the disclosure information described below:

L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**

L.2.8.1.2 **A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and**

L.2.8.1.3 Documentary evidence (e.g. certificates) that the offeror is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.2.9 **Price Proposal.**

L.2.9.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the offeror shall be detailed/itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 **Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals.**

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.3.1.3 The proposal is the only proposal received.

- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.
- L.4 **Questions.**
- L.4.1 Questions concerning this Request For Proposals must be directed by **e-mail** to:
- Darlene D. Reynolds, Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
E-mail address: darlene.reynolds@dcsc.gov
Telephone: 202-879-2872
- L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.
- L.5 **Explanation to Prospective Offerors.**
- L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than Friday, June 20, 2014, by 3:00 p.m., EST.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. **ANY RESPONSE TO QUESTIONS AND AMENDMENTS TO THE SOLICITATION WILL BE POSTED TO**

**THE DC COURTS WEBSITE UNDER THE TAB MARKED
PROCUREMENT. The DC Courts website is: www.dccourts.gov.**

Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the RFP.

L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 Contract Award.

L.7.1 The Courts intend to make an award to the responsible offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

L.7.3 Final Proposal Revisions (FPRs).

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all offerors still within the competitive range.

L.8 Cancellation of Award.

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 Official Offer.

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10 Certifications, Affidavits and Other Submissions.

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace, Attachment J. 9 - Past Performance Form). Criminal Background check forms J.10 through J.13 must be completed and submitted with Contractor's technical proposal for each proposed staff and/or proposed volunteer.

L.11 Retention of Proposals.

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 Public Disclosure under FOIA.

L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket prescription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13 Examination of Solicitation.

L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.14 Acknowledgment of Amendments.

- L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.
- L.15 **Right to Reject Proposals.**
- L.15.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.
- L.16 **Proposal Preparation Costs.**
- L.16.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.
- L.17 **Prime Contractor's Responsibilities.**
- L.17.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.
- L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.
- L.18 **Contract Type.**
- L.18.1 This is a firm fixed unit price contract.
- L.19 **Failure to Respond to Solicitation.**
- L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20 Signing Offers and Certifications.

L.20.1 Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 Errors in Offers.

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 Authorized Negotiators.

L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.23 Acceptance Period.

The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if its a Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.23 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at Wednesday, June 18, 2014 from 10:00 a.m. to 2:00 p.m., at the Historic Court of Appeals, Ceremonial Court Room, 430 E Street, N.W. Lower Concourse, Washington, D.C. 20001. All interested persons/firms should plan to attend.

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in descending order of importance: (state the evaluation criteria in descending order of importance) Work Plan, Engagement Team and Past Performance. The non-price factors when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

M.2 Evaluation Criteria

The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical evaluation are one-hundred (100) total points. The criteria for evaluating the proposals and their respective points are as follows:

:

ITEM No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	Technical Approach	0-40
M.2.2	Staffing Capability	0-10
M.2.3	Proposed Evidence-Based OR Best Practice	0-30
M.2.3	Quality Assurance Plan	0-10
M.2.4	Past Performance	0-10
	TOTAL	100

M.3 **Price Proposal Evaluation**

M.3.1 The Courts will not rate or score price, but will evaluate each offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the offeror understands of the solicitation requirements and the validity of the offeror's approach to performing the work. Alternative price proposals, if considered by the Courts will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 Realism. The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

Do the proposed prices reflect a clear understanding of the requirements?

- a. Do the proposed prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- b. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 Reasonableness. In evaluating reasonableness, the Courts will determine if the offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- c. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?

- d. Are the proposed price(s) for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed price(s) for warranty and customer support comparable to competitor's prices under this solicitation?

M.3.4 Completeness. In evaluating completeness, the Courts will determine if the offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

M.4 **Prospective Contractor's Responsibility.**

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

- M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
- M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- M.4.1.3 A satisfactory record of performance;
- M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
- M.3.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

- M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.
- M.4.3 Contractor shall have fulfilled its obligations when the following occurs:
Contractor has consistently provided services as described in the Statement of Work (D.C. Courts Contract) and the Contractor's Proposal for twelve (12) months or three hundred sixty (360) days after the date of contract execution.

¹ DC Children and Youth Investment Trust Corporation. (2008). A field guide to best practices and indicators of out-of-school time programs in the District of Columbia. Washington, D.C.

² American Productivity and Quality Center (APQC). (2008). Glossary of benchmarking terms. Houston, TX: APQC. Retrieved from <http://www.apqc.org>